
Appendix 2

Neighborhood

Where local and long distance come together.

[HOME](#)[FEATURES
& BENEFITS](#)[CHECK PRICING
& SIGN UP](#)[SPREAD
THE WORD](#)[HELP
& FAQ](#)[YOUR
ACCOUNT](#)

Unlimited local & long distance.
What a sweet deal



20000000

Your number (770) 458-0472 is part
of The Neighborhood.

Now find the plan that's right for you.

If the phone number above is not the number you entered, click
here to go back and re-enter your phone number.

NEIGHBORHOOD COMPLETE

\$49.99
PER MONTH

Perfect for: people who want unlimited local and long
distance calling and 5 features — for one low monthly price
on one bill.

See list below for full details.

- ☒ Unlimited long distance calls
- ☒ Unlimited local toll calls
- ☒ Unlimited local calls
- ☒ One company, one bill
- ☒ Call Waiting, Caller ID, Call Waiting ID, Speed Dial 8 and
Three-Way Calling at no extra charge
- ☒ Personal Voicemail & Message Center
- ☒ Add unlimited calls to Canada
- ☒ Low rate calling card
- ☒ Customize your service with the latest features
- ☒ Additional phone lines

†For new customers only. 50% off applies to monthly fee for
primary line only.

Unlimited calling is for residential voice service only. [Click here](#) for
details

Additional taxes and surcharges apply. [Click here](#) for details

JOIN NOW

with Neighborhood Complete

▷ [See a full list of Neighborhood Complete details](#)

NEIGHBORHOOD HISPEED

\$99.99
PER MONTH

Perfect for: people who want unlimited local, long distance

**calling and high speed Internet access, plus 5 features —
for one low monthly price on one bill.**

See list below for full details

- ☐ Unlimited long distance calls
- ☐ Unlimited local toll calls
- ☐ Unlimited local calls
- ☐ One company, one bill
- ☐ Call Waiting, Caller ID, Call Waiting ID, Speed Dial 8 and
Three-Way Calling at no extra charge
- ☐ Personal Voicemail & Message Center
- ☐ Add unlimited calls to Canada
- ☐ Low rate calling card
- ☐ Customize your service with the latest features
- ☐ Additional phone lines
- ☐ Unlimited DSL Internet access (where available)

DSL service requires one year service agreement. Early termination charge applies if equipment is not returned in good working order within 30 days of cancellation. You will receive your DSL self-installation kit within 2 weeks after your Neighborhood local and long distance service is active. [Click here](#) for complete terms and conditions.

†For new customers only 50% off applies to monthly fee for primary line only

Unlimited calling is for residential voice service only. [Click here](#) for details

Additional taxes and surcharges apply. [Click here](#) for details

CHECK AVAILABILITY for Neighborhood HiSpeed

▷ [See a full list of Neighborhood HiSpeed details](#)

NEIGHBORHOOD ADVANTAGE **\$29.99**
PER MONTH

**Perfect for: people who want unlimited local calling but
don't need unlimited long distance calling.**

See list below for full details.

- ☐ Unlimited local calls
- ☐ Low rate for all long distance calls
- ☐ One company, one bill
- ☐ Call Waiting, Caller ID, Call Waiting ID and Three-Way
Calling at no extra charge
- ☐ Low rate calling card
- ☐ Customize your service with the most popular features
- ☐ Additional phone lines

Unlimited calling is for residential voice service only. [Click here](#) for details

Additional taxes and surcharges apply. [Click here](#) for details.

JOIN NOW with Neighborhood Advantage

▷ [See a full list of Neighborhood Advantage details](#)

Note If you are a Lifeline customer with your current local provider, please call 1-888-MCI-LOCAL (1-888-624-5622) and a Neighborhood representative will be happy to assist you with your application needs.

†For new customers only 50% off applies to monthly fee for primary line only

Neighborhood

► MCI.com

Check DSL Availability

In order to determine if DSL service is available at your location, we need to collect some additional information. Please fill out the secure order form below. Keep in mind, if DSL service is not available, you will still be able to choose from one of our other great Neighborhood calling plans.

Service address

Telephone Number: 770-458-0472

Address 1: 1980 Gramercy Circle

Address 2 (optional):

Apartment (optional):

City: Atlanta

State: GA **Zip:** 30341

CONTINUE ►



We use Secure Sockets Layer (SSL) encryption technology to ensure your personal information is secure and protected.

[Go to MCI.com](#) | [Home](#) | [Contact Us](#) | [Privacy Policy](#) | [Terms of Service](#)



Neighborhood

▷ MCI.com

Neighborhood HiSpeed is Available

Good News! Neighborhood HiSpeed is available for phone number **770-458-0472**

To sign up for Neighborhood HiSpeed, click on the "Join Now" button below

JOIN NOW

[Click here](#) for minimum system requirements and other frequently asked questions



We use Secure Sockets Layer (SSL) encryption technology to ensure your personal information is secure and protected.

[Privacy Policy](#) • [Contact Us](#) • [Terms of Service](#) • [Site Map](#) • [Feedback](#)

Neighborhood

► MCI.com

customize plan

Step 1: Customize Plan

The Neighborhood comes with premiere features and benefits built in - but you can also customize your plan with great optional features. Just check off any of the optional feature you want to add and click "Continue "

Your plan

The following is a summary of the plan you selected for 770-458-0472:

Neighborhood HiSpeed

\$99.99 per month and comes with:

- ☐ Unlimited DSL Internet access
- ☐ Unlimited long distance calls
- ☐ Unlimited local toll calls
- ☐ Unlimited local calls
- ☐ One company, one bill
- ☐ Call Waiting, Caller ID, Call Waiting ID, Speed Dial 8 and Three-Way Calling at no extra charge
- ☐ Personal Voicemail & Message Center
- ☐ Low rate calling card

The features below are automatically included in your plan (at no extra charge). If you want to remove them, please uncheck the appropriate boxes. Deselecting a feature(s) will not affect the price of your plan.

- ☒ Voicemail
- ☒ Call Waiting
- ☒ Caller ID
- ☒ Call Waiting ID
- ☒ Speed Dial 8
- ☒ Three-Way Calling

Options for your account

Additional Options:

Monthly fee:

Internet Service Provider

With Neighborhood HiSpeed you have two great options for your Internet service including e-mail available at no additional charge. Please choose an option below.

- ☒ **Neighborhood HiSpeed with AOL Internet Service** **Included**
Enjoy AOL content, up to 7 e-mail addresses, up to 12 MB of personal webspace, parental controls and all the features and benefits of AOL membership. (Installation software will arrive with your DSL self-installation kit.)
If you are an existing AOL customer, please fill in your Screen Name in order to retain all of your current benefits.

Screen Name:

- ☐ **Neighborhood HiSpeed with MCI Internet Service** **Included**

Get up to 8 e-mail addresses.

Neighborhood Calling Card

See Below

A calling card is **automatically** included with your Neighborhood account - just choose the type of card plan you prefer

☒ **Basic Plan**

Free

The Basic Plan, included in your calling plan, offers you maximum convenience and flexibility. Use your Neighborhood Calling Card to call home from anywhere in the U.S. and take advantage of our low 20¢ a minute card calls home rate. * All other interstate calls receive a \$1.25 per minute rate, with a \$1.75 per-call surcharge (additional surcharges may apply). You pay only for the calls you make.

*Applies to interstate calls only.

☐ **Savings Plan**

\$2.00

The Savings Plan is the ideal choice for more frequent card callers. You get a terrific rate of 15¢ a minute for all your calling card calls.

☐ **International Calling Plan**

☐ **Neighborhood Worldwide**

\$4.00

No more watching the clock, get great low rates all day, any day.
See full list of rates

☐ **International Weekends**

\$2.00

Catch up with family and friends after a busy week. Get low weekday rates and even lower rates on the weekend.
See full list of rates

Features for your primary line

Additional Features for 770-458-0472:

Monthly fee:

☐ **Call Forwarding**

\$4.00

Route calls to any phone number you choose

☐ **Call Return**

\$5.00

Get the number of your last incoming call and have the option to call back.

☐ **Repeat Dial**

\$3.75

Keep dialing a busy number and automatically be notified when the line becomes available.

☐ **WireSolution**

\$4.00

This wire maintenance plan covers repair charges for every phone jack and inside wiring on your Neighborhood line.

Free blocking features

Blocking Features for 770-458-0472:

Monthly fee:

☒ **900/976/700 Blocking**

Free

We require blocking 900/976/700 calls to prevent unwanted charges on your line, therefore this feature cannot be deselected.

Add phone lines

Additional Phone Line(s)

Monthly fee:

See Description

Add up to two extra phone lines that you currently have in your home to your Neighborhood account. You'll get a choice of two great plans.

How many additional lines currently in your home would you like to add to your Neighborhood plan?

Note: You'll be able to choose the details for your additional line(s) on the next pages.

CONTINUE ▶

[Need Help?](#)

Please Note: Unlimited calling is for residential voice service only. [Click here](#) for details.



We use Secure Sockets Layer (SSL) encryption technology to ensure your personal information is secure and protected.

[Home](#) | [About Us](#) | [Contact Us](#) | [Privacy Policy](#) | [Terms of Use](#)

Neighborhoodclose
window

THESE ARE TERMS AND CONDITIONS OF YOUR DSL INTERNET ACCESS. PLEASE READ THEM CAREFULLY.

1 AGREEMENT

This agreement with MCI WORLDCOM Communications, Inc. ("MCI") governs your DSL Services (the "Agreement"). This Agreement incorporates the General Service Agreement, which can be found online at <http://www.mci.com/termsandrates> and which is included with your Welcome Kit. By using the DSL Service or DSL Equipment, you agree to be bound by the Agreement and to use the DSL Service in compliance with MCI's Acceptable Use Policy (which can be found at http://www.mci.com/global/terms/a_u_p). If you have purchased The Neighborhood HiSpeed with AOL, you will additionally be subject to AOL terms and conditions, including AOL's Terms of Service, to which you will need to separately agree before using the AOL service. MCI may revise this Agreement for DSL Services from time to time by posting the revisions to MCI's website at <http://www.mci.com/ResDSLTerms> at least 15 days in advance of the change, and such changes will be incorporated by reference into your Agreement. It is your responsibility to review the on-line terms and conditions. By continuing to use the DSL Service after revisions are posted, you agree to accept and abide by them.

2 TERM

The initial term of your DSL Service begins on your account billing start date (which will appear on your telephone bill) and continues for twelve months ("Term"). Your account billing start date is determined by MCI and is not dependent on whether or not you have completed installation or used the DSL Service. After the initial term, your DSL Service will be provided on a month-to-month basis.

3 PAYMENT

Your DSL Service is part of a bundled service. You will be billed on your telephone bill and utilize the payment method of your choice. Timing of payments and the result of late payment are as set out in the General Service Agreement. Your local and long distance services will not be disconnected for nonpayment of charges for DSL Service. However, MCI may suspend or cancel the DSL Service if charges are not paid.

4 CHANGE IN PRODUCT

You have purchased either The Neighborhood HiSpeed with AOL or The Neighborhood HiSpeed, either of which is a bundled product providing you unlimited local calling, unlimited domestic long distance calling and unlimited DSL use for a monthly fee. If you make

changes to the long distance element of your bundled product, MCI may continue to provide service to you, but if it does, you will be charged a new product rate and a separate charge of \$59.99 for your DSL Service. (The allocated cost of your DSL Service included in your current bundled product is \$50.00.) If you change your local telephone company, your DSL Service will be cancelled, and you will be assessed the equipment charge of \$150.00. This equipment charge will be credited if you return the DSL Equipment, in good working condition, within 30 days of cancellation.

Note that certain MCI Partner benefits, such as airline miles or video certificates, may not apply to the DSL portion of your bundled service.

5 CANCELLATION

You will be provided DSL Equipment at no cost. However, should you cancel this Agreement at any time during the Term, you will be assessed an equipment charge of \$150.00. If you return the DSL Equipment, in good working condition, to MCI within 30 days of cancellation of your account, you will be credited the \$150.00 charge. You must pay for shipping, except where not permitted by applicable law. Insurance is recommended. A letter will be sent to you following cancellation with the address for shipment, or you may use the following address: MCI, c/o DSL Returns Department, 3600 eCommerce Place, Orlando, FL, 32808.

Once you have accepted DSL Service, if you are dissatisfied with the Service in any way, your sole remedy is to cancel your account.

To cancel your account you must call 1-888-MCI-LOCAL.

MCI reserves the right to suspend or terminate the DSL Service to you, or to suspend or terminate any user ID, email address, URL or domain name used by you, in the event it is used in a manner which violates any law, regulation, tariff or the MCI Acceptable Use Policy or which endangers the MCI network, the DSL Service or the use and enjoyment of other users. You understand and agree that any attempt to break security, or to access an account which does not belong to you, shall be considered a material breach of this Agreement, and may result in suspension or cancellation of the DSL Service. You agree to immediately notify MCI of any unauthorized use of your account and/or breach or attempted breach of security of which you are aware.

DSL Service is for your home use only. You may not allow others to connect to your DSL Service and you may not resell your DSL Service. Any such actions will result in the immediate cancellation of your account.

6 DSL SERVICE

To receive DSL Service, DSL Service must be available to your location. You must also keep your telephone service active for the DSL.

Service to work. Your local phone company must be MCI for you to receive DSL Service

MCI will use best efforts to provide the DSL Service. DSL Service is not always able to be provided. MCI shall have no liability for claims arising out of its failure or refusal to complete installation or provisioning of your DSL Service.

Your DSL Service is a best efforts service. The actual speed you experience may vary depending on several factors including customer location, destination on the Internet, traffic on the Internet, line quality, and other factors beyond MCI's control.

MCI may interrupt the DSL Service for scheduled or emergency maintenance or as otherwise set forth in the Agreement. Also, your DSL Service may be interrupted in the normal course of business.

MCI reserves the right to apply commercially reasonable spam, fraud and abuse prevention methods to inbound and outbound e-mail.

If you have a home alarm system and DSL installed on the same telephone line, you may experience trouble with your alarm service. MCI suggests that you test your home alarm system once DSL is installed. You should check with your home alarm company for the test procedure. If your test reveals that your security system is not working, you will need to contact your home alarm company for assistance.

MCI MAKES NO WARRANTY THAT THE DSL SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE DSL SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. MCI PROVIDES NO GUARANTEE WITH REGARD TO THROUGHPUT SPEEDS WITH THE DSL SERVICE.

MCI's liability for damages, including but not limited to damages in regards to interruptions of the DSL Service, for mistakes, omissions, delays, errors and defects in the provision of the Service, shall in no event exceed an amount equal to the pro-rata charges to you for the period during which the DSL Service is affected. MCI SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF INCOME OR COST OF REPLACEMENT SERVICES.

MCI's liability for willful misconduct, if established as a result of judicial, administrative, or arbitration proceedings, is not limited by this Agreement.

- 7 DSL SERVICE REQUIREMENTS
Your computer must meet the following minimum requirements:

<http://www.theneighborhood.com/dsl/res/jspCommon/TandC.jsp>

For PC

- 133 MHz (or faster) Pentium-based processor (or equivalent)
- Windows 95b, Windows 98 and 98se, Windows MC, Windows NT (4.0 Workstation with Service Pack 3 or higher), or Windows 2000 (no server versions of NT 4 or Windows 2000 are supported)
- 32 MB RAM
- 25 MB of available hard disk space
- Installed CD-ROM drive
- All machines should have an installed, functional 10BaseT or better Ethernet interface
- Operating System CD
- Web browser (For The Neighborhood HiSpeed with AOL: Microsoft Internet Explorer 5.0 or higher)(For The Neighborhood HiSpeed: Microsoft Internet Explorer 5.0 or higher or Netscape Navigator 4.7 or higher) and e-mail client (For The Neighborhood HiSpeed: Outlook Express, Netscape Communicator or Eudora)

For Macintosh

- PowerPC or faster processor
- Mac OS 8 through Mac OS 9.1
- Open Transport 1.1.1 enabled
- 32 MB RAM
- 25 MB of available hard disk space
- Installed CD-ROM drive
- All machines should have an installed, functional 10BaseT or better Ethernet interface
- Operating System CD
- Web browser (For The Neighborhood HiSpeed with AOL: Microsoft Internet Explorer 5.0 or higher)(For The Neighborhood HiSpeed: Microsoft Internet Explorer 5.0 or higher or Netscape Navigator 4.7 or higher) and e-mail client (For The Neighborhood HiSpeed: Outlook Express, Netscape Communicator or Eudora)

8. DSL EQUIPMENT AND INSTALLATION

You will be provided with DSL Equipment, which will be subject to additional terms and conditions. If the DSL Equipment does not work, and DSL Service is otherwise available to you, you must contact MCI at the following toll free numbers:

The Neighborhood HiSpeed with AOL -
1-800-888-0093

The Neighborhood HiSpeed - 1-800-888-8100

New DSL Equipment will be sent to you and a shipping label will be included. If you do not return the damaged DSL Equipment within 30 days of the date on your new DSL Equipment welcome letter, you will be assessed an equipment charge of \$150.00.

The installation, use, inspection, maintenance, repair and removal of the DSL Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files.

and data. You are solely liable for impacts to or loss of any warranty associated with the opening of your computer for installation of the DSL modem.

This is a self-installation product. If you are unable to install the DSL Equipment, MCI will provide installation service at an additional charge.

MCI DOES NOT REPRESENT, WARRANT, OR COVENANT THAT INSTALLATION OF THE DSL EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE DSL SERVICE, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES OR PERIPHERALS. MCI SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE OR OPERATE THE DSL EQUIPMENT OR DSL SERVICES BECAUSE OF YOUR INSTALLATION. THIS LIMITATION OF LIABILITY IS IN ADDITION TO AND SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THE AGREEMENT.

9 ACCOUNT, PASSWORD AND SECURITY

You will receive a user name, password and account designation. You are solely responsible for use of your DSL Service. Keep your password confidential. You must notify MCI immediately upon discovering any unauthorized use of your account.

You will be allocated a dynamic IP address. MCI reserves the right to timeout inactive connections.

10 CREDITS

To be eligible for Service outage credits, you must report an outage within 30 business days of the incident with a request for credit. For any given month, the maximum credit available to you is an amount equal to the allocated cost for the DSL portion of your plan fee.

11. CONTENT DISCLAIMER

Use of the DSL Service may involve access to the Internet, including information and services provided thereon. MCI specifically denies any responsibility for the accuracy or quality of data, information, images, audio and video ("Content") obtained on the Internet and or through MCI's network, your equipment, facilities or systems. You assume total risk and responsibility for any and all access to the Internet or use, alteration or transport of any Content or information thereon.

12 MONITORING

MCI has no obligation to monitor the DSL Services or your email or web space but may do so and disclose information regarding use of the services for any reason if MCI, in its sole discretion, believes that it is reasonable to do so, including to satisfy laws, regulations, or governmental or legal requests, operate the

service properly, or protect itself and its users MCI may immediately remove your material or information from the servers, in whole or in part, which MCI, in its sole and absolute discretion, determines to *infringe another's* property rights or to violate our Acceptable Use Policy

13 PRIVACY POLICY

MCI will treat your personal information in accordance with our current Privacy Policy, which may be found at <http://global.mci.com/legal/privacy> You agree to the terms of the Privacy Policy, which describes MCI's use and disclosure of information about your account and your use of the DSL Service You consent to MCI providing personally identifiable information, as defined in the Privacy Policy, to partners or vendors necessary to the provisioning or service of your bundled product

14 INDEMNIFICATION

You agree to defend, indemnify and hold harmless MCI from and against all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from (a) any violation of applicable laws, regulations, tariff or this Agreement by you (or anyone who uses your account, with or without your permission), (b) the use of the DSL Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or anyone who uses your account, with or without your permission); (c) negligent or intentional acts, errors or omissions by you (or anyone who uses your account, with or without your permission), (d) injuries to or death of any person and damages to or loss of any property, which may in any way arise out of or result from your obligations under this Agreement or your use of the DSL Service or the Internet, except to the extent that such liabilities arise from the willful misconduct of MCI; or (e) claims for infringement of any intellectual property rights arising from your use of the DSL Service or the Internet

15 ARBITRATION

You consent to arbitration in accordance with the arbitration provisions contained in the General Services Agreement Any dispute will be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other consumers or customers. You agree that you may not bring any dispute or claim as a class action or as a private attorney general, and you agree not to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim relating to this Agreement or the DSL Services

16 CHOICE OF LAW

This Agreement is governed by and construed under the laws of the State of New York and applicable federal law, without regard to choice of law principles.

17 NO CHANGES

You may not modify or assign this Agreement
MCI may assign this Agreement in its sole
discretion

18 SEVERABILITY

If any part or provision of this Agreement is
finally determined to be invalid or
unenforceable under applicable law by a court
of competent jurisdiction, then that part or
provision will be ineffective only to the extent of
such invalidity or unenforceability, without in
any way affecting the remaining parts or
provisions of this Agreement.

IF YOU ARE PURCHASING THE NEIGHBORHOOD
HISPEED, THE FOLLOWING ADDITIONAL TERMS
AND CONDITIONS APPLY:

Your DSL Service includes

- 1 DSL access on a single telephone
number
2. DSL Modem and Installation Kit
3. Up to 8 Email addresses

Cancellation of your DSL Service will result in
the cancellation of email service and the
deletion of all files stored in or for your account.

Email accounts exceeding 10MB in size may be
inactivated until you reduce the size of the mail
being stored

IF YOU ARE PURCHASING THE NEIGHBORHOOD
HISPEED WITH AOL, YOU MUST AGREE TO
ADDITIONAL TERMS AND CONDITIONS
REQUIRED BY AOL YOU WILL NEED TO
PROVIDE AN AOL APPROVED BILLING METHOD
TO AOL FOR PURCHASE OF SERVICES NOT
INCLUDED IN THE NEIGHBORHOOD HISPEED
WITH AOL.

The Neighborhood HiSpeed with AOL includes:

- 1 DSL access on a single telephone
number
- 2 DSL Modem and Installation Kit
- 3 AOL Account
- 4 Up to 7 Email addresses
- 5 Personal web space - 12 MB per Email
address
- 6 5 hours of dial-up service per month (if
you exceed the 5 hours, AOL will charge
you via your approved AOL billing
method at a rate of \$2.95 per minute)

NOTE If you have The Neighborhood HiSpeed
with AOL and cancel local service with MCI or
disconnect MCI DSL Service, your AOL
membership will automatically continue
pursuant to AOL's Terms of Service, to which
you will need to separately agree before using
the AOL service MCI will not continue to bill
you for this AOL account. If you do not cancel
your AOL account directly with AOL, AOL will
use your billing method on file to bill you at the
then current monthly rate for unlimited access
to the AOL service